BLANKET PURCHASE ORDER STATE OF MARYLAND

******** STATE OF MARYLAND ***********

BPO NO: 001B3400071

PRINT DATE: 07/30/12 PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1521842864

CENTER FOR SOCIAL CHANGE INC

6600 AMBERTON DR

BALTIMORE, MD

(410)579-6789

21075

TOLULOPE OLOJO

REFER QUESTIONS TO:

(410)767-4605 EXT 9999

TOLULOPE.OLOJO@DGS.STATE.MD.US

ITB: 001IT818875 **EXPR DATE:** 08/01/15 | **DISCOUNT TERMS:** . NET 30 DAY

POST DATE: 07/27/12 | CONTRACT AMOUNT: 146,946.19

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

DGS ORIGINAL FUNDING:

AGENCY	FFY	PCA	AOBJ
HOO	13	33151	0813
H00	14	33151	0813
H00	15	33151	0813
H00	16	33151	0813

RETAIN ALL SECTIONS FOR FUTURE REFERENCE.

LINE # STATE ITEM ID U/M UNIT COST

0001 91039

PROVISIONS AND SPECIFICATIONS.

EA

127,138.7300

JANITORIAL/CUSTODIAL SERVICES PROVIDE JANITORIAL SERVICES TO THE DEPARTMENT OF GENERAL SERVICES ARCHIVES BUILDING LOACTED 350 ROWE BLVD. ANNAPOLIS MD 21401, FOR A PERIOD OF THREE (3) YEARS BEGINNING AUGUST 1, 2012 THROUGH JULY 31, 2015 IN ACCORDANCE WITH THE TERM, CONDITIONS, REQUIRED, CONTRACT

MONTHLY COST FOR BASE BID SERVICES: \$3,531.63/MONTH

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER STATE OF MARYLAND

****** STATE OF MARYLAND ***********

BPO NO: 001B3400071

PRINT DATE: 07/30/12

PAGE: 02

LINE# STATE ITEM ID **UNIT COST** U/M

TOTAL: \$127,138.73

0002 91039

EA

10,046.5500

JANITORIAL/CUSTODIAL SERVICES

ADD ALTERNATE #1: CARPET EXTRACTION SEMI-ANNUALLY

\$1,674.43 EACH TOTAL: \$10,046.55

0003

91039

EA

7,933.7000

JANITORIAL/CUSTODIAL SERVICES

ADD ALTERNATE #2: CLEANING LIGHT FIXTURES - ANNUALY

\$2,644.57 EACH TOTAL: \$7,933.70

0004 91039

EA

885.3500

JANITORIAL/CUSTODIAL SERVICES

ADD ALTERNATE #3, CLEAN ALL VENETIAN BLINDS - ANNUALLY

\$295.12 EACH TOTAL: \$885.35

0005 91039

EΑ

941.8600

JANITORIAL/CUSTODIAL SERVICES

ADD ALTERNATE #4, CLEAN ALL VENETIAN GRILLS - ANNUALLY

\$313.95 EACH TOTAL: \$941.86

END OF ITEM LIST

BLANKET PURCHASE ORDER STATE OF MARYLAND

****** STATE OF MARYLAND **********

BPO NO: 001B3400071

PRINT DATE: 07/30/12

PAGE: 03

TERMS (cont'd):

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE INVITATION TO BID (ITB) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED IN AND MADE PART OF THE BPO.

STATE YOUR FEDERAL TAX IDENTIFICATION # 52-1842864

MBE CERTIFICATION NUMBER: 02-281

IF YOU ARE A DEPARTMENT OF TRANSPORTATION CERTIFIED MINORITY BUSINESS, PLEASE PROVIDE YOUR CERTIFICATION NUMBER.

****** LAST PAGE ******

AUTHORIZED BY: DATE: 7/30/12

SECTION C – SPECIFICATIONS JANITORIAL SERVICES FOR ARCHIEVES BUILDING ITB #001IT8188875

1. SCOPE OF WORK

1.1 The Contractor shall furnish all labor, equipment and supplies (except those specified in Paragraph 7 of this section) necessary to perform the daily, weekly, semi-annual, and annual cleaning tasks in the Archives Building located at 350 Rowe Blvd. in the Annapolis State Complex in strict conformance with the standards specified in these Specifications. The area involved is approximately 69,611 net cleanable square feet of space in the Archives Building. Bidders are advised to take their own measurements and verify amounts of blinds and lights.

ARCHIVES

Restrooms -

9 each

Blinds -

94 each

Light Fixtures:

662 Fluorescent

172 Incandescent

Carpet -

20,000 sq. ft.

Resilient Tile -

11,476 sq. ft.

Quarry Tile -

2,135 sq. ft.

Concrete -

2,133 sq. 1t. 36,000 sq. ft.

TOTAL:

69,611 sq. ft.

1.2 These Specifications pertain to the building identified above which is managed under the authority of the Director of Annapolis Capital Complex, Department of General Services, an Agency of the State of Maryland.

2. TERM OF THE CONTRACT

The term of this contract will be three (3) consecutive years from August 1st, 2012 through July 31st, 2015.

3. SITE VISIT

No pre-bid or site visit will be held for this solicitation. For more site visit information, contact Makisha Thomas at (410) 260-2959.

4. WORK EXCLUDED FROM THIS CONTRACT

All mechanical rooms, electrical rooms, fan rooms, boiler rooms, refrigeration rooms, snack

bars, snow removal, and sweeping outside of building.

5. HOURS WHEN WORK MAY BE PERFORMED

- Work may be performed Monday through Friday between the hours of 5:00 p.m. and 9:00p.m.. Weekly, quarterly, semi-annual, and annual janitorial tasks may be performed daily between those hours Monday through Friday, or on State holidays and weekends, with prior approval of the Director.
- 5.2 The full time janitor assigned to the building under this Contract shall be on duty from 7:00 a.m. through 3:30 p.m. The full time janitor is to perform tasks though-out the day as assigned or as defined herein.

6. ON-SITE SUPERVISOR

- 6.1 The successful Contractor shall provide for an on-site supervisor who will represent the Contractor in all matters concerning this contract.
- 6.2 The on-site supervisor shall start work at 4:30 p.m. during a normal day of service. The on-site supervisor shall also be present at any time the janitors are performing work on Saturdays, Sundays, or State holidays.
- 6.3 The on-site supervisor shall make him/herself available to the Building Services Supervisor, or his/her designee, between the hours of 4:30 p.m. and 5:00 p.m. for the purpose of obtaining instructions or becoming informed about deficiencies in the janitorial work, or any other reason that the Director or his designee, should wish to confer with the on-site supervisor.
- Failure of the on-site supervisor to be present at any time janitorial work is performed under this contract will result in reductions from payment to the Contractor equal to the hours the supervisor was not present multiplied by the hourly rate supplied by the Contractor for extra work required beyond the scope of the contract.
- 6.5 The on-site supervisor will be given a copy of these Specifications and the appropriate schedules and standards.
- 6.6 The on-site supervisor is responsible for presenting to the Building Services Supervisor a schedule of dates and times when the semi-annual tasks will be accomplished. This schedule is to be presented no later than thirty (30) calendar days following the first day of service under this contract.
- 6.7 Failure of the on-site supervisor to provide the Building Services Supervisor with the schedule of semi-annual and annual cleaning tasks within thirty (30) calendar days of the start of this contract shall result in reduction from payment to the Contractor at

the rate .0001 of the annual contract price for each day over thirty (30) that the schedule has not been presented.

- 6.8 The on-site supervisor is responsible and accountable for all activities and behavior of all personnel assigned by the Contractor to perform work under this Contract.
- 6.9 The on site supervisor shall complete, sign and submit to the Building Services Supervisor on a daily task sheet indicating the tasks completed and noting any tasks not completed.

7. SUPPLIES FURNISHED BY STATE

The State shall furnish all paper hand towels, toilet paper and hand soap only. These supplies shall be stocked in the janitorial closets by State personnel. Records of usage of these supplies will be maintained by the Contractor. The Contractor will be held accountable for any excessive usage of these supplies.

8. SERVICES TO BE SUPPLIED BY STATE

- 8.1 The State will supply the Contractor with light, heat, power, hot and cold water for the cleaning of the building. Hot water temperature is regulated by the State's energy guidelines and cannot be increased above the current guideline temperature.
- 8.2 The State will provide janitorial closets for housing of the Contractor's equipment and supplies. These closets will be supplied with locks to safeguard the Contractor's property. These closets must be maintained in clean, neat, and orderly condition by the Contractor. Keys to the janitorial closets will be the responsibility of the Contractor. Should the Contractor lose these or any other building keys, he shall be responsible for the cost of replacing, or re-keying, the locks so affected.

9. BASE BID TASKS #1 THROUGH #16

The building must be cleaned at the frequency and to the standards as detailed in these specifications. The Building Services Supervisor shall determine whether the tasks have been performed, and that the performance is in accordance with the standards set forth in these specifications. Failure to perform a task or to perform a task to the specified standard will result in reduction in the Contractor's monthly invoice as indicated in Paragraph 15. The Contractor may appeal the Building Services Supervisor's determination in accordance with Paragraph 16.

TASK #1 -

EMPTY ALL TRASH CANS AND REMOVE TRASH

FREQUENCY:

DAILY

LOCATIONS:

LOBBIES, GENERAL OFFICES, EXECUTIVE OFFICES, CONFERENCE ROOMS, CORRIDORS, LIBRARY

RESEARCH AREA, RESTROOMS

STANDARDS:

1. All trash from trash cans are removed to the dumpsters.

- 2. All small loose trash is placed in large plastic bags and deposited in the trash carts. Large plastic bags are closed and tied and are free from holes which would allow trash, or liquid to escape.
- 3. Trash carts are not provided. Provision of trash carts will be the responsibility of the Contractor.
- 4. All emptied trash cans have liners that are free from soil and stains caused by liquids, coffee grounds, cigarette ashes, food, garbage, or any other substance which creates an odor or will adhere other trash to the side of the liner. All liners are to be 4 mil thickness.
- 5. All items marked as "trash" are removed and boxes are broken down prior to placement in the trash cans.

TASK #2 -

CLEAN ALL GLASS

FREQUENCY:

DAILY AND WEEKLY

LOCATIONS:

SPOT CLEAN DAILY IN THE MAIN LOBBY AND

ENTRANCES

CLEAN WEEKLY - GENERAL OFFICES, EXECUTIVE OFFICES, CORRIDORS, AND LOUNGES, LIBRARY

RESEARCH AREA

STANDARDS:

1. Glass shall be free of smears, smudges, fingerprints and be uniform in appearance without residue or haze.

TASK #3 -

SPOT CLEAN ALL BUILDING SURFACES

FREQUENCY:

DAILY - ON AN AS NEEDED BASIS

LOCATIONS:

LOBBIES, GENERAL OFFICES, EXECUTIVE OFFICES, ELEVATORS, CONFERENCE ROOMS, LIBRARY RESEARCH AREA, CORRIDORS, LOUNGES, AND

RESTROOMS

STANDARDS:

1. All vinyl, painted, wood, or ceramic tile walls and restrooms partitioning shall be free of smudges, smears, marks, dirt, fingerprints, or other soil.

2. Surfaces will be free of detergent residue, streaks, film, or haze.

TASK #4 -

CLEAN AND DISINFECT ALL WATER FOUNTAINS OR

COOLERS

FREQUENCY:

DAILY

LOCATIONS:

LOBBIES, CORRIDORS, AND LOUNGES

STANDARDS:

1. All water spots, dirt, smudges, smears, film and haze are removed from water fountains or coolers.

2. Stubborn stains are removed and no damage is done to surface of water fountain or coolers.

TASK #5 -

SPOT CLEANING ALL FURNITURE

FREQUENCY:

DAILY

LOCATIONS:

LOBBIES, LIBRARY RESEARCH AREA

STANDARDS:

All dirt, dust, smudges, smears, and fingerprints are removed from furniture. Furniture exhibits clear shine free of residue or haze.

TASK #6 -

ALL RESTROOMS

FREQUENCY:

DAILY

LOCATIONS:

RESTROOMS (PUBLIC & PRIVATE)

STANDARDS:

1. All paper towel dispensers are filled to 3/4 capacity and paper towels are dispensed easily and correctly from dispenser.

- 2. All toilet paper dispensers have at least ½ roll of toilet paper and rolls are properly installed in dispensers.
- 3. All hand soap dispensers are filled to 3/4 capacity with the proper ratio of 1 part soap to 2 parts water. That the soap dispenser has been accessed properly and the dispenser has been restored to proper condition.
- 4. Basins, counter tops, partitions, stalls, and plumbing disinfected and free of stains, dirt, hair, smudges, smears, and water spots. Chrome fixtures, or pipes shined.
- 5. Toilets and urinals disinfected and free of stains, dirt, hair, smudges, smears, water spots, encrustation, and rust. Toilet seats free of stains, dirt, hair, smudges, smears, and water spots on both top and bottom surfaces.
- 6. Sanitary napkin depositories emptied, disinfected and are free of dirt, hair, smudges, smears, water spots, encrustation, rust, and odor. Exterior of depositories are free of smears, film, and haze. Contents of depositories bagged in plastic bags, plastic bags tied and deposited in trash carts.
- 7. Wet mop with a disinfectant solution.

TASK #7 -

DUST MOP FOLLOWED BY WET MOP ON ALL CERAMIC TILE, QUARRY TILE, BRICK, RESILIENT TILE AND

SLATE FLOORS

FREQUENCY:

DAILY - MAIN ENTRANCE LOBBY, LOUNGES, VENDING

AND EATING AREAS

LOCATIONS:

LOBBIES, CORRIDORS, TILES LOUNGES, STAIRWELLS,

TILED ELEVATOR FLOOR, AND TILED RECEPTION

AREAS

STANDARDS:

- 1. All direct, melting compounds, dust, and trash removed from floors.
- 2. No dirty water or cleaning solution residue or mop marks shall be visible on floors.
- 3. All corners and areas adjoining vertical walls or stairs shall be free of dirt, dust, trash, dirty wash residue, cleaning solution residue, or wax build-up.

TASK #8 -

SPRAY BUFFING ALL SLATE AND RESILIENT TILE

FLOORS

FREQUENCY:

WEEKLY - EACH FLOOR ONCE A WEEK

LOCATIONS:

LOBBIES, CORRIDORS, TILED LOUNGES, TILED

ELEVATOR FLOORS, TILED RECEPTION AREAS, AND

GENERAL OFFICES

STANDARDS:

Floors are to have an even high gloss sheen free of any buffing or swirl marks and present a uniform appearance.

TASK #9 -

VACUUM ALL CARPETED AREAS AND WALK OFF MATS

FREQUENCY:

DAILY - MAIN LOBBY

DAILY - LIBRARY RESEARCH AREA

WEEKLY - SEE LOCATIONS BELOW - EACH FLOOR

ONCE A WEEK

LOCATIONS:

GENERAL OFFICES, EXECUTIVE OFFICES, CARPETED CORRIDORS, CARPETED RECEPTION AREAS, CARPETED LOUNGES, CONFERENCE ROOMS, AND ELEVATORS

INCLUDING DOOR TRACKS

STANDARDS:

- 1. Carpets are to be free of all dirt, dust, paper clips, staples, and small pieces of paper and other trash.
- 2. Furniture is to be returned to its original position.
- 3. Floor mats returned to original position.

TASK #10 -

SPOT CLEAN ALL CARPET STAINS

FREQUENCY:

DAILY - AS NEEDED

LOCATIONS:

ALL CARPETED AREAS

STANDARDS:

Carpet is to be free of stains, spots, or marks of any kind which can be removed by carpet cleaners.

TASK #11 -

DUST ALL HORIZONTAL AND VERTICAL SURFACES

FREQUENCY:

WEEKLY - EACH FLOOR ONCE A WEEK

LOCATIONS:

GENERAL OFFICES, EXECUTIVE OFFICES, LOBBIES,

LIBRARY RESEARCH AREA, CORRIDORS, LOUNGES,

AND CONFERENCE ROOMS

STANDARDS:

All dust removed from all ledges, desks, file cabinets, storage cabinets, furniture, venetian blinds, bulletin boards, pictures, plaques, etc.

TASK #12 -

WAXING ALL RESILIENT TILE, SEAL SLATE FLOORS

FREQUENCY:

EVERY OTHER MONTH

LOCATIONS:

ALL RESILIENT TILE OR SLATE FLOORS IN LOBBIES, ELEVATORS, CORRIDORS, LOUNGES, RECEPTION AREAS, STAIRWELLS, AND GENERAL OFFICES

STANDARDS:

**Floors should be machine scrubbed before applying new wax.

- 1. Resilient tile evenly waxed and buffed to a high gloss.
- 2. Floor has no buffing marks or swirls and presents a uniform appearance.
- 3. No wax residue or build-up in corners or areas of flooring adjoining vertical walls or stairs.

TASK # 13 - REC

RECYCLING ALL COLLECTION

FREQUENCY:

DAILY THROUGHOUT BUILDING - AS NEEDED

LOCATIONS:

GENERAL OFFICES, CORRIDORS, LOBBIES, ETC.

STANDARDS:

1. All recycled products (paper, glass, plastic, and cans) collected from individual containers throughout building and transferred to the main recycling collection containers in the basement. All material is to be transferred with no overflowing, spillage.

2. Individual recycle containers cleaned or wiped out weekly or as needed.

TASK #14 -

SWEEP, DRY MOP, AND VACUUM CONCRETE FLOORS

AND SLIDING DOOR TRACKS

FREQUENCY:

QUARTERLY (MAY, AUGUST, NOVEMBER, FEBRUARY)

LOCATIONS:

BASEMENT, 1ST, 2ND, AND 3RD FLOORS

STANDARDS:

All dirt, dust, and trash to be removed from floors and all sliding door tracks.

TASK #15 -

ELEVATORS

FREQUENCY:

ONCE PER WEEK

LOCATIONS:

ALL PASSENGER ELEVATORS IN BUILDING

STANDARDS:

1. All dirt, dust, smudges, smears, fingerprints, etc. removed from all surfaces; all surfaces clean.

- 2. All dirt and debris vacuumed from door tracks at all floors.
- 3. All hardware polished, shined and free of residues or haze.

4. Light fixture diffusers are to be clean, free of dirt, dust, smudges, etc.

TASK #16

REFINISH ALL RESILIENT OR SLATE FLOORS

FREQUENCY:

SEMI-ANNUAL (APRIL AND OCTOBER)

LOCATIONS:

RESILIENT OR SLATE FLOOR AREAS IN LOBBIES, CORRIDORS, LOUNGES, RECEPTION AREAS, ELEVATORS, STAIRWELLS, AND GENERAL

OFFICES

STANDARDS:

- 1. All old wax and sealer removed from floors.
- 2. All wax stripping solution removed from floor and surrounding wall areas.
- 3. New wax applied evenly and buffed to high gloss.
- 4. No traces of dirt or marks on tile or slate surfaces.

ALTERNATE BID TASKS #1 THROUGH #5

ALTERNATE TASK #1 - CLEAN AND SHAMPOO CARPETING

FREQUENCY:

SEMI-ANNUAL (MAY AND NOVEMBER)

LOCATIONS:

ALL CARPETED AREAS OF THE BUILDING

STANDARDS:

- 1. Carpet is to be free of all dirt, stains, shampoo residue, or other soil which can be removed through proper cleaning.
- 2. Carpet presents a uniform appearance.
- 3. Furniture is restored to its original position.

ALTERNATE TASK #2 - CLEAN ALL LIGHTING FIXTURES

FREQUENCY:

ANNUAL (DECEMBER)

LOCATIONS:

ALL LIGHTING FIXTURES THROUGHOUT THE

BUILDING

STANDARDS:

1. Interior reflectors free of dirt, dust, and streaks.

2. Exterior diffusers/globes free of dirt, dust, and streaks.

3. Fluorescent tubes cleaned and free of dirt, dust, and streaks.

4. Lighting fixtures reassembled to proper operating condition.

ALTERNATE TASK #3 - CLEAN ALL VENETIAN BLINDS

FREQUENCY:

ANNUAL (SEPTEMBER)

LOCATIONS:

THROUGHOUT THE BUILDING

STANDARD:

ARCHIVES - 94 EACH

1. Venetian blind slats are free of dirt, dust, and streaks.

2. Blinds are hung correctly and returned to original positions.

ALTERNATE TASK #4 - CLEAN ALL VENTILATION GRILLS

FREQUENCY:

SEMI-ANNUAL (MAY AND NOVEMBER)

LOCATIONS:

ALL SUPPLY AND RETURN VENTS THROUGHOUT

THE BUILDING

STANDARDS:

1. All grills free of dirt, dust, and streaks

2. All tiles around vents should be vacuumed so that ceiling tiles are free of dust, dirt and smudges

3. All grills reassembled to proper operation condition.

10. PROVISION OF A FULL TIME JANITOR

- 10.1 The Contractor shall provide one (1) full time janitor between the hours of 7:00 a.m. and 3:30 p.m. who will work under the direction and supervision of the State's Building Services Supervisor for the Department of General Services.
- The full time janitor shall inspect the public and private restrooms on a regular basis as established by the State's Building Services Supervisor. The full time janitor is responsible for keeping the restrooms adequately stocked and clean throughout the day during his/her hours on duty.
- 10.3 The full time janitor shall be responsible for routine clean up / spot cleaning any floor areas soiled during the day due to spillage / accidents or weather related soiling during his hours on duty.
- 10.4 The full time janitor shall be responsible for cleaning employee lounges or vending areas after 2:00 p.m. ensuring all food scraps have been disposed of and all trash from these areas is bagged and deposited in the trash compacter/dumpster.
- 10.5 The full time janitor shall carry a pager at all times during his hours of duty, and shall check in by telephone with the DGS Maintenance Office each morning by 8:00 a.m. to have the pager tested and receive any directions the Building Services Supervisor may wish to issue for the day.
- 10.6 The Contractor or his designee shall notify the Building Services Supervisor any time the full time janitor will not be reporting for duty during the hours defined in 10.1 above due to illness, vacation or other reasons. The Contractor shall provide a replacement janitor during such absences that is familiar with the facility and the requirements of this Contract pertaining to the full time janitor's responsibilities.
- 10.7 Failure of the Contractor to provide an adequate replacement janitor as described above during an absence of the full time janitor will result in a reduction to the Contractor's monthly invoice equal to the number of hours of non-performance multiplied by the hourly rate provided by the Contractor as specified in Paragraph 31.

11. CONDUCT OF JANITORS

- 11.1 Employees of the Contractor, while performing work under this contract, will not:
 - a. Remove any State or personal property, equipment, monies, forms, or any other item from the building;

- b. Engage in loud or boisterous behavior;
- c. Play radios or tape players;
- d. Be under the influence of alcohol or drugs;
- e. Gamble;
- f. Turn on, or off, or use any equipment other than the contractor's equipment;
- g. Use any State telephone except a telephone designated by the building management for the purpose of business under this contract; the Contractor shall reimburse the State for any costs for misuse of telephones;
- h. Open any desk, file cabinet, or storage cabinet;
- i. Consume any food or beverage other than that brought with the employee or purchased from vending machines, and only in areas designated by the building management;
- j. Engage in horseplay;
- k. Remove any article from desks;
- l. Sleep;
- m. Engage in long conversations with security guards, visitors, or other individuals;
- n. Take photographs of the building or its contents;
- o. Remove any documents, records, forms, or paper of any kind which is not either in trash cans or clearly marked as trash;
- p. Engage in any activity which is not in the best interest of the State or is otherwise detrimental to the performance of this contract.
- 11.2 Should the State find any janitor undesirable under this Contract, the State shall immediately notify the Contractor's representative verbally, followed by a written notification to the Contractor that the particular janitor is undesirable. The Contractor shall be responsible for the conduct of that janitor and liable for any actions of that janitor while performing work under this Contract.

12. CONTRACTOR'S EMPLOYEES

- 12.1 The Contractor shall require all employees to wear distinctive work clothing for ready identification and assure that every employee is in the proper attire on the date an employee first enters duty. A below waist work smock is acceptable. Any color or color combination as approved by the Building Services Supervisor may be used; however, the distinctive clothing shall be the same for all contractor employees. Employees will be required to dress neatly commensurate with the tasks being performed.
- 12.2 All Contractor's employees must wear approved identification badges when in, or on State property. The Building Services Supervisor shall periodically verify passes with employees.
- 12.3 Contractor's employees must <u>SIGN-IN</u> and <u>SIGN-OUT</u> of each State building with the Security person on duty in the particular building each and every time they enter, or leave, a building.
- 12.4 Personnel employed by the Contractor shall be capable employees qualified in this type of work. The Contractor shall initially staff the building with trained and experienced cleaning personnel who will exhibit capability to operate with a minimum of supervision. A fully qualified force shall be maintained throughout the period of this contract. All personnel shall receive close and continuing first-line supervision.
- 12.5 Contractor's supervisors shall be fully and adequately trained and have a minimum of two (2) years experience in cleaning supervision sufficient in scope to meet the approval of the Director.
- 12.6 Contractor shall employ, at all times, the quantity and quality of supervision necessary for both effective and efficient management of cleaning operations. All supervisors shall have an intimate knowledge of the various cleaning tasks, equipment, and materials so as to be able to both properly train and direct the cleaners in their individual tasks and to maintain and control an effective inspection and follow-up program.
- 12.7 The Contractor shall not hire State employees for work in the State buildings.

13. DAILY SIGN-IN AND SIGN-OUT PROCEDURE

Contractor's personnel must, upon arrival, report to the Security Office located in the Central Services Building, 29 St. John's Street, Annapolis, Maryland and sign the Security log and receive building passes. Upon completion of work, the Contractor's personnel must return to the Security office, sign-out on the Security Log and return the passes. This procedure must be followed each day that the Contractor performs work.

14. BUILDING CLOSURE

When the building is closed due to snow or hazardous conditions, the Contractor shall make every effort to provide janitorial services to the building. Should the Contractor be unable to provide janitorial service to the building, he must notify the Building Services Supervisor that service will not be provided. The Contractor shall not receive payment for any daily task not performed as a result of the building being closed.

15. DEDUCTIONS FOR NON-PERFORMANCE

- 15.1 Reductions for <u>No Shows</u> will be based on the normal number of Contractor's personnel assigned to the building multiplied by the hours normally worked determined from the Manning Table provided by the Contractor.
- 15.2 Reductions for below standard work will be made if, after the second documented notification, the Contractor has not corrected the deficiency and State workers are assigned to perform the task.
- 15.3 Reductions for non-performance will be made if the task was not done and State workers have to be assigned immediately to perform the task.
- 15.4 Reductions from 15.2 and 15.3 will be based on the hourly wage rate of the State employee assigned to perform the task times the hour/hours required to perform the task.
- 15.5 Reductions up to 5% of the monthly invoice may be applied if the Contractor fails to perform assigned task standards as outlined in the specification, scope of work. This may only be applied if the Contractor fails to correct performance deficiencies after third documentation notification.

16. DISPUTES ARISING FROM REDUCTIONS

- 16.1 Should the Contractor dispute the validity of a reduction determination made by the Building Services Supervisor, he/she may appeal the reduction to the Maintenance Supervisor within seven (7) days of the receipt of the determination.
- 16.2 The Maintenance Supervisor will review the reduction and make written determination as to its validity within seven (7) working days of the receipt of the appeal from the Contractor.
- 16.3 Should the Contractor disagree with the decision of the Maintenance Supervisor, the Contractor may appeal the decision to the Director, Annapolis Public Buildings and Grounds, 29 St. John's Street, Annapolis, Maryland 21401, within seven (7) days of receiving the written determination of the Maintenance Supervisor.

16.4 The Director shall review all documentation and arguments and make a written determination within seven (7) calendar days of receiving the appeal from the contractor.

17. PAYMENT TO THE CONTRACTOR

17.1 At the end of each month, the Contractor shall render to the Director his invoice, in triplicate, for the service provided over the preceding month. The invoice shall not exceed 1/12th of the annual amount of the contract. The invoice will detail any known reduction as outlined in these specifications. The Contractor's Federal Tax Identification number or Social Security number must appear on the front of the invoice. All invoices shall be addressed as follows:

Linda Martin/Accounts Payable Department of General Services 301 West Preston Street, #1309 Baltimore, MD 21201

17.2 The Director or his designee shall review the invoice and any necessary reductions which must be made in accordance with the conditions of the contract. Should the Contractor's invoice not include all necessary reductions, the invoice shall be reduced by the amount the non-included reductions and processed for payment. The Contractor shall be notified of the reductions made and supplied with copies of documentation supporting those reductions.

18. CHANGE TO SCOPE OF WORK

Only the Procurement Officer may change the scope of work of the contract by written contract modification.

19. INSPECTIONS AND APPROVAL OF WORK

The State will demand strict conformance to the standards, and on the frequency specified. The Building Services Supervisor will inspect all completed work and will ascertain that the tasks have been satisfactorily accomplished.

20. EMERGENCY CONDITIONS

Should an emergency condition requiring immediate attention exist (such as flooding of a particular section of the building), the Contractor shall divert his/her force or whatever part thereof as directed by the Building Services Supervisor as necessary from their normal assigned duties to meet the condition. When these employees are no longer required for the special week, they shall be directed to return to their normal duties and the Contractor shall not be penalized because the normal daily work, which otherwise would have been performed during the interval, has been neglected.

21. CONTRACTOR'S EMPLOYEE

- 21.1 The Contractor shall require all employees to wear distinctive work clothing for ready identification and assure that every employee is in the proper attire on the date an employee first enters on duty. A below waist work smock is acceptable. Any color or color combination as approved by the Building Services Supervisor may be used, however, the distinctive clothing shall be the same for all contractor employees. Employees will be required to dress neatly commensurate with the tasks being performed.
- 21.2 All Contractor's employees must wear approved identification badges when in, or on State property. The Building Services Supervisor shall periodically verify passes with employees.
- 21.3 Contractor's employees must **SIGN-IN** and **SIGN-OUT** of each State building with the Security person on duty in the particular building each and every time they enter, or leave, a building.
- 21.4 Personnel employed by the Contractor shall be capable employees qualified in this type of work. The Contractor shall initially staff the building with trained and experienced cleaning personnel who will exhibit capability to operate with a minimum of supervision. A fully qualified force shall be maintained throughout the period of this contract. All personnel shall receive close and continuing first-line supervision.
- 21.5 Contractor's supervisors shall be fully and adequately trained and have a minimum of two (2) years experience in cleaning supervision sufficient in scope to meet the approval of the Superintendent.
- 21.6 Contractor shall employ, at all times, the quantity and quality of supervision necessary for both effective and efficient management of cleaning operations. All supervisors shall have an intimate knowledge of the various cleaning tasks, equipment, and materials so as to be able to both properly train and direct the cleaners in their individual tasks and to maintain and control an effective inspection and follow-up program.
- 21.7 The Contractor shall not hire State employees for work in the State buildings.

22. SCHEDULING OF WORK

- 22.1 Five (5) days prior to the contract starting date submit in writing to the Director of Operations on-site supervisor authorized to act for the Contractor in every detail for the janitorial cleaning services.
- 22.2 Prior to the commencement of the contract, the Superintendent and/or the Building Services Supervisor will confer with the Contractor and review the total specification requirements, total workload, and the cleaning methods proposed by the Contractor.

23. CLEANING IN SECURED AREAS

Access to areas to be cleaned will be controlled by DGS Police or State Police personnel at all times.

24. SPECIAL REQUIREMENTS

- An on-site supervisor and requisite janitor(s) shall work from 5:00 p.m. to 9:00 p.m., Monday through Friday, cleaning tasks.
- 24.2 The areas of the Basement, 1st, 2nd, and 3rd levels of the building commonly referred to as the "Stack" area. These are security areas. The cleaning job is a quarterly task consisting of sweeping, dry mopping, and vacuuming the concrete flooring aisles and the sliding door tracks.

25. SUPPLIES, MATERIALS, EQUIPMENT, AND UTILITIES

25.1 Furnish all supplies, materials, and equipment necessary for the performance of the work of this contract unless otherwise specified herein. Fifteen (15) days prior to the starting date of the contract, the Contractor must submit to the Building Services Supervisor, a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he proposes to use in performance of the work. The Contractor shall not use any material which the Building Services Supervisor determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its content, or equipment.

Note: Housekeeping supplies in support of this contract are to be purchased from Blind Industries and Services of Maryland (BISM) to the extent they are listed as attached on the price list and product description. The contractor shall anticipate a potential annual CPI increase, not to exceed 5% in these prices for each year of the contract term, including any options. However, the cost of the listed items shall not exceed prices as stated on State Contracts. Additional information may be obtained from BISM direct by calling Tom Owens at (410) 737-2647. As this is a mandatory requirement, failure to comply will be considered a contract default. A copy of the contract will be provided to BISM for follow up.

- Furnish all necessary cleaning equipment commercially rated including power driven floor scrubbing machines, polishing machines, industrial type vacuum cleaners, etc., required for the performance of the work of this contract. This equipment must be of the size and type customarily used in work of this kind and must meet the approval of the Building Services Supervisor.
- 25.3 Ensure that each piece of equipment delivered to the contract site for use under this contract is serially numbered and appropriately identified with a plate affixed

thereon. The Contractor must furnish the Building Services Supervisor with a listing of all equipment delivered to the building with the corresponding serial numbers. On a schedule established by the Building Services Supervisor, an inventory is to be made of the equipment. The purpose of the inventory is to ensure that all equipment is in operating condition and that the quantity and quality agreed upon at the award of the contract is the same. The Contractor shall accompany the designated State employee conducting the inventory. It is the responsibility of the Contractor to provide only those items approved at the beginning of the contract. Further, all equipment shall be operative at all times. Any inoperative equipment shall be repaired and/or replaced within a 24-hour period.

25.4 In conjunction with the Building Services Supervisor, inventory all the materials and equipment on hand during the final month of the contract period and develop a listing of all materials and equipment which have been paid for by the State. Any materials remaining at the termination of the contract that have been paid for by the State will remain the property of the State.

26. STATE REPRESENTATIVE

The Building Services Supervisor will enforce the standards of this contract. The Building Services Supervisor does not have authority to change or alter any of the terms and conditions of the contract.

27. SNOW DAYS

Whenever State employees are excused early as the result of heavy snow accumulation and hazardous driving conditions, the Contractor must make every reasonable effort to provide janitorial services, particularly if the occurrence is on a Friday, or is a day preceding a holiday. Work should be performed during the holiday or weekend so that the building shall be cleaned prior to office hours on the following working day. The Contractor shall not receive payment for any daily tasks not performed.

28. HOLIDAYS

State Holidays which service will not be required by the Contractor shall be:

New Year's Eve Day Martin Luther King Day

President's Day

Memorial Day
Independence Day

Independence Day Labor Day

Columbus Day

Presidential Election Day

Veteran's Day

Thanksgiving Day
Day after Thanksgiving

Christmas Day

New Year's Day

29. EMPLOYEE WAGES

At the least the current minimum wages shall be paid to employees used under this Contract. The Contractor shall be responsible for any increase in the Federal Minimum Wage over the term of the contract.

30. INFORMATION TO BE SUBMITTED

The Contractor must submit the hourly wage rates, including fringe benefits that he/she intends to charge for janitors and the on-site supervisor assigned to this contract for any extra work beyond the scope of this contract. (Submit with references)

31 HOURLY BILLING RATES

The hourly rate submitted shall be for non-overtime work regardless of the day of the week, or hour of the day the work is to be performed. This same rate shall be used when required by the State to work special hours providing additional security services under the contract. The State shall not be responsible to pay overtime rates made necessary due to the contractor's failure to provide guards at non-overtime rates. Overtime which is the responsibility of the State must be approved by the Multi-Service Center Manager or Maintenance Supervisor, in advance. The hourly billing rates will be used in computing additions to, or deductions from the monthly payment to the contractor for changes to the specified duties and services, for extra work required by the State or for penalties imposed on the Contractor as indicated elsewhere in the Specifications. Each hourly rate shall include direct wages, all indirect expenses, materials and supplies normally used, use of any equipment and the contractor's overhead and profit.

32 QUALIFICATION OF BIDDERS

Prior to submitting a bid for the work covered by the specifications, the bidder shall have no less than three (3) years experience in providing the services of the type and size required by the specifications. The experience must have been within the past five (5) years. The experience of officials gained prior to the formation of a corporation or other business entity can be considered when evaluating responsibility.

References substantiating these qualifications must be submitted with the bid and formatted as described under **Section A 25-References**. In order to expedite the award process, it is very important for bidders to include the references as detailed. With each reference, **list details of type and size of building serviced, and a current working phone number for contact.**

Resume of the supervisor must be submitted with bid. This resume must reflect at least two (2) years experience with cleaning supervision for services of the type and size of the

specifications. With each reference on the resumes, list details of type and size (square footage) of the buildings serviced, and a current working phone number for contact.

33 CONTRACTOR'S LIABILITY INSURANCE

Responsibility for Damage Claims

(1) The Contractor shall indemnify and save harmless and defend the State and all its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any work performed under this contract, either by the Contractor or any sub-contractor, or their employees, agents, or representatives.

(2) Liability Insurance

- (a) The Contractor and/or any sub-contractor shall maintain such insurance acceptable to the State as will protect them from claims under Worker's Compensation Acts, by coverage with insurance companies acceptable to the State Insurance Commissioner, for damages which may arise from operations under this contract, whether such operations be by the Contractor or by any sub-contractor, or their employees, agents, or representatives.
- (b) The Contractor shall protect the State from any other claims.
- (c) At a minimum, the Contractor shall maintain insurance coverage providing \$500,000 combined single limit including both a bodily injury and property damage liability. The coverage shall include extended broad form combined general liability (CGL), or its equivalent.
- (d) Certificates of the Contractor's insurance containing evidence of the Hold Harmless Clause protecting the State of Maryland shall be filed with the Department of Agriculture and shall be subject to their approval for adequacy of protection for the complete contractual period.
- (e) Prior to commencing work on this contract, the Contractor shall provide a Certificate of Insurance with an insurer acceptable to the State.

Send Certificate of insurance to:

Sam Cook, Director Annapolis Capital Complex 29 St. Johns Street Annapolis, Maryland 21401

Send copy to:

Tolu Olojo, Procurement Officer Facilities Maintenance 301 W. Preston Street, Room M-4 Baltimore, Maryland 21201

Please refer to "Section A, Terms and Conditions, General Information, 23B., Contractor's Insurance for minimum coverage amount(s) required.

34. FIDELITY BOND

Contractor's employees must be bonded by a company approved by the Maryland Insurance Commissioner to issue such bonds in Maryland. The bonds or bonds shall protect the State against loss by theft of money or other property from the premises to which the State or others may sustain as a result of any fraudulent or dishonest act of contractor's employee, acting alone or in collusion with others during the term of this contract. Said bond or bonds shall have a limit of at least two thousand five hundred dollars (\$2,500.00) per occurrence, per employee. Contract must deliver said bond to the State no later than the time of award of contract.

35 BID PREPARATION

- 35.1 <u>Base Bid</u>- The total of line 001 shall be a total three (3) year price for the provision of all janitorial services as described in these specifications, Tasks 9.A.1 thru 9.A.15. This price covers all daily, weekly, and quarterly tasks to the standards set forth including all supplies, equipment, wages, overhead and profit for the entire term of the contract. Bidders are to enter the unit cost per month in the Bid Form on eMM.
- Add Alternates Tasks 9.B.1 through 9.B.5 The total of lines 002, 003, 004, 005 and 006 shall be a total three (3) year price for the provision of all janitorial services as described in these Specifications for the Archives Building. This price includes all semi-annual and annual tasks to the standards set forth including all supplies, equipment, wages, overhead and profit for the entire term of the contract. Bidders are to enter their unit price for each one (1) time performance on the Bid Form on eMM.

36. BASIS FOR AWARD

This contract will be awarded to the responsible bidder who submits the lowest responsive Base Bid, or Base Bid plus any or all alternates based on fund availability.